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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
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10 ROBERT COHEN, individually and
11 on behalf of all others similarly
situated,

12 Plaintiff,

13 vs.

14 FOOTHILL/EASTERN
15 TRANSPORTATION CORRIDOR
16 AGENCY; SAN JOAQUIN HILLS
TRANSPORTATION CORRIDOR
17 AGENCY; 3M COMPANY and
BRIC-TPS LLC,

18 Defendants.
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Case No: SACV 15-01698 DDP (DFMx)

**ORDER FINALLY APPROVING
CLASS ACTION SETTLEMENT
AND AWARDED ATTORNEYS'
FEES, COSTS AND EXPENSES,
AND INCENTIVE AWARDS AND
ENTERING JUDGMENT**

1 The Court having held a Final Approval Hearing on March 12, 2018, notice of
 2 the Final Approval Hearing having been duly given in accordance with this Court's
 3 Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily Approving
 4 Class Action Settlement, (3) Approving Notice Plan, and (4) Setting Final Approval
 5 Hearing ("Preliminary Approval Order"), and having considered all matters
 6 submitted to it at the Final Approval Hearing and otherwise, and finding no just
 7 reason for delay in entry of this Final Order and good cause appearing therefore,

8 It is hereby ORDERED AND DECREED as follows:

9 1. The Settlement Agreement dated September 13, 2017, including its
 10 exhibits (the "Settlement Agreement"), and the definition of words and terms
 11 contained therein are incorporated by reference in this Order. The terms of this
 12 Court's Preliminary Approval Order are also incorporated by reference in this Order.

13 2. This Court has jurisdiction over the subject matter of the Litigation and
 14 over the Parties, including all members of the following Settlement Class certified for
 15 settlement purposes in this Court's Preliminary Approval Order:

16 SETTLEMENT CLASS: All persons who made a payment to Foothill/Eastern
 17 Transportation Corridor Agency or San Joaquin Hills Transportation Corridor
 18 Agency using a debit or credit card for which the individual received a printed
 19 receipt that displayed more than the last 5 digits of the card number between
 20 February 1, 2014 and September 30, 2015. Excluded from the Settlement Class
 21 are Defendants and any affiliate or subsidiary of Defendants, and any entities
 22 in which any of such companies have a controlling interest, as well as all
 23 persons who validly opt out of the Settlement Class.

24 3. The definitions and terms set forth in the Settlement Agreement are
 25 hereby adopted and incorporated into this Order.
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1 4. The Court hereby finds that the Settlement Agreement is the product of
2 arm's-length settlement negotiations between the Plaintiff and Class Counsel, and
3 Defendants and their counsel.

4 5. The Court hereby finds and concludes that Class Notice was
5 disseminated to the Settlement Class Members in accordance with the terms set forth
6 in Section 8 of the Settlement Agreement, and that Class Notice and its dissemination
7 were in compliance with this Court's Preliminary Approval Order.

8 6. The Court further finds and concludes that the Class Notice and claims
9 submission procedures set forth in Section 8 and 9 of the Settlement Agreement fully
10 satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due
11 process, were the best notice practicable under the circumstances, provided individual
12 notice to all Settlement Class Members who could be identified through reasonable
13 effort, and support the Court's exercise of jurisdiction over the Settlement Class as
14 contemplated in the Settlement Agreement and this Order.

15 7. The Class Administrator has distributed notice to state and federal
16 officials pursuant to 28 U.S.C. § 1715.

17 8. A total of three Settlement Class Members submitted timely and proper
18 Requests for Exclusion. The Court hereby orders that each of those individuals is
19 excluded from the Settlement Class. Those individuals will not be bound by the
20 Settlement Agreement, and neither will they be entitled to any of its benefits.

21 9. No Settlement Class Members submitted timely and proper Objections
22 to the Settlement Agreement. Plaintiff faced serious risks both on the merits of his
23 claims and on the ability to certify a litigation class. The value provided pursuant to
24 the Settlement Agreement compares favorably to the strength of Plaintiff's claims on
25 the merits, given these risks.

26 10. The Court hereby finally approves the Settlement Agreement, the
27 exhibits, and the Settlement contemplated thereby ("Settlement"), and finds that the
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1 terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all
2 Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil
3 Procedure, and directs its consummation pursuant to its terms and conditions.

4 11. This Court hereby dismisses, with prejudice, without costs to any party,
5 except as expressly provided for in the Settlement Agreement, the Litigation, as
6 defined in the Settlement Agreement.

7 12. Upon Final Approval (including, without limitation, the exhaustion of
8 any judicial review, or requests for judicial review, from this Final Order of
9 Dismissal), the Plaintiff and each and every one of the Settlement Class Members
10 unconditionally, fully, and finally releases and forever discharges the Released
11 Parties from the Released Claims. In addition, any rights of the Settlement Class
12 representatives and each and every one of the Settlement Class Members to the
13 protections afforded under Section 1542 of the California Civil Code and/or any other
14 similar, comparable, or equivalent laws, are terminated.

15 13. Each and every Settlement Class Member, and any person actually or
16 purportedly acting on behalf of any Settlement Class Member(s), is hereby
17 permanently barred and enjoined from commencing, instituting, continuing, pursuing,
18 maintaining, prosecuting, or enforcing any Released Claims (including, without
19 limitation, in any individual, class or putative class, representative or other action or
20 proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other
21 forum, against the Released Parties. This permanent bar and injunction is necessary to
22 protect and effectuate the Settlement Agreement, this Final Order of Dismissal, and
23 this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of
24 this Court's jurisdiction and to protect its judgments.

25 14. The Settlement Agreement (including, without limitation, its exhibits),
26 and any and all negotiations, documents, and discussions associated with it, shall not
27 be deemed or construed to be an admission or evidence of any violation of any
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1 statute, law, rule, regulation or principle of common law or equity, of any liability or
2 wrongdoing, by Defendants, or of the truth of any of the claims asserted by Plaintiff
3 in the Litigation, and evidence relating to the Settlement Agreement shall not be
4 discoverable or used, directly or indirectly, in any way, whether in the Litigation or in
5 any other action or proceeding, except for purposes of enforcing the terms and
6 conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this
7 Order.

8 15. If for any reason the Settlement terminates or Final Approval does not
9 occur, then certification of the Settlement Class shall be deemed vacated. In such an
10 event, the certification of the Settlement Class for settlement purposes shall not be
11 considered as a factor in connection with any subsequent class certification issues,
12 and the Parties shall return to the status quo ante in the Litigation, without prejudice
13 to the right of any of the Parties to assert any right or position that could have been
14 asserted if the Settlement had never been reached or proposed to the Court.

15 16. In the event that any provision of the Settlement or this Final Order of
16 Dismissal is asserted by Defendants as a defense in whole or in part to any Claim, or
17 otherwise asserted (including, without limitation, as a basis for a stay) in any other
18 suit, action, or proceeding brought by a Settlement Class Member or any person
19 actually or purportedly acting on behalf of any Settlement Class Member(s), that suit,
20 action or other proceeding shall be immediately stayed and enjoined until this Court
21 or the court or tribunal in which the claim is pending has determined any issues
22 related to such defense or assertion. Solely for purposes of such suit, action, or other
23 proceeding, to the fullest extent they may effectively do so under applicable law, the
24 Parties irrevocably waive and agree not to assert, by way of motion, as a defense or
25 otherwise, any claim or objection that they are not subject to the jurisdiction of the
26 Court, or that the Court is, in any way, an improper venue or an inconvenient forum.
27 These provisions are necessary to protect the Settlement Agreement, this Order and
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1 this Court's authority to effectuate the Settlement, and are ordered in aid of this
2 Court's jurisdiction and to protect its judgment.

3 17. By attaching the Settlement Agreement as an exhibit and incorporating
4 its terms herein, the Court determines that this Final Order complies in all respects
5 with Federal Rule of Civil Procedure 65(d)(1).

6 18. The Court approves Class Counsel's application for \$212,500 in
7 attorneys' fees and \$10,663.52 in costs and expenses, and for service awards to the
8 Settlement Class representative in the amount of \$5,000.

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10 SO ORDERED.

11 Dated: March 16, 2018

A handwritten signature in blue ink, reading "Dean D. Pregerson", is written over a horizontal line.

12 Hon. Dean D. Pregerson
13 United States District Court Judge
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